

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ENCOMPASS INSURANCE COMPANY,
as subrogee of Stephen and Stephanie
Phillips,

Plaintiff,

v.

NORCOLD INC., a foreign corporation,

Defendant.

ESSENTIA INSURANCE COMPANY,

Intervenor-Plaintiff,

v.

NORCOLD INC., a foreign corporation,

Intervenor-Defendant.

CASE NO. 2:23-cv-231

ORDER GRANTING, IN PART, AND
DEFERRING, IN PART
ENCOMPASS'S MOTION TO
COMPEL

1. INTRODUCTION

This matter comes before the Court on Plaintiff Encompass Insurance Company's motion to compel Defendant Norcold, Inc. to produce information and documents in response to its discovery requests. The Court heard oral argument on

the motion on December 15, 2023. For the reasons stated during the hearing, and as explained further below, the Court GRANTS, in part, and DEFERS, in part, ruling on the motion.

2. DISCUSSION

2.1 Interrogatory 11.

The Court GRANTS, in part, Plaintiff's Motion to Compel a response to Interrogatory 11. The Court adopts Plaintiff's proposal made during oral argument to limit the request to seven years, limiting it to claims "involving a fire or electrical issue with the Norcold Refrigerator model at issue in this litigation."

2.2 Requests for Production 4, 7, and 12.

The requirement to meet and confer in good faith is not simply a "formalistic prerequisite" for judicial resolution. *Selim v. Fivos, Inc.*, C22-1227-JCC, 2023 WL 3172467, at *2 (W.D. Wash. May 1, 2023) (citing *Cardoza v. Bloomin' Brands, Inc.*, 141 F. Supp. 3d 1137, 1145 (D. Nev. 2015)). "A good faith effort to resolve discovery disputes requires an exchange of information until no additional progress is possible." *Beasley v. State Farm Mut. Auto. Ins. Co.*, C13-1106-RSL, 2014 WL 1268709, at *1 (W.D. Wash. Mar. 25, 2014). Indeed, even when a certification is included, "[c]ourts may look beyond the certification to determine whether a sufficient meet-and-confer took place." *Selim*, 2023 WL 3172467, at *2 (citing *Cardoza*, 141 F. Supp. 3d at 1145)). If the Court finds the meet and confer insufficient, it may defer its ruling. *See, e.g., McLain v. Daniel N. Gordon, PC*, No. C09- 5362BHS, 2010 WL 11685123, at *1 (W.D. Wash. June 29, 2010).

1 After reviewing the briefing and hearing argument, the Court finds that the
2 parties have not satisfied their meet and confer requirement for these requests.
3 There is more discussion and give-and-take to be had between the parties that could
4 lead to agreement without court intervention. Even if the parties can't reach a
5 compromise, satisfying the meet and confer requirement will narrow and crystallize
6 what is in dispute and ultimately presented to the Court for resolution.

7 Accordingly, the Court orders the parties to meet and confer consistent with
8 their obligations under the Civil and Local rules.

9 3. CONCLUSION

10 The Court GRANTS in part Plaintiff's Motion to Compel a response to
11 Interrogatory 11. Defendant is ORDERED to respond to the modified Interrogatory:
12 "Identify all claims for property damage or personal injury involving a fire or
13 electrical issue with the Norcold Refrigerator model at issue in this litigation made
14 against you during the last seven years."

15 The Court DEFERS ruling on Plaintiff's Motion to Compel responses to
16 Requests for Production 4, 7, and 12. The Parties must meet and confer regarding
17 these Requests for Production. If issues remain, the Court will set a remote hearing
18 to resolve any lingering disputes. The parties, however, must submit a status report
19 beforehand in the form prescribed by the District's Expedited Joint Motion
20 Procedure. *See* LCR 37(a)(2).

21 Dated this 18th day of December, 2023.

22 
23

Jamal N. Whitehead
United States District Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23